

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

MILTON ADLER, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

BANK OF AMERICA, N.A.,

Defendant.

No. _____

COMPLAINT

JUDGE BRICCETTI

13 CV 4866

FILED
U.S. DISTRICT COURT
2013 JUL 12 PM 2:59

Plaintiff Milton Adler, by his attorneys, Meiselman, Packman, Nealon, Scialabba & Baker, P.C., as and for his Class Action Complaint, alleges, with personal knowledge as to his own actions, and upon information and belief as to those of others, as follows:

Nature Of This Case

1. This action seeks to redress Defendant Bank of America, N.A.'s ("Bank of America") systematic failure to timely present to the county clerks of New York State proof that mortgages have been satisfied.

2. N.Y. Real Prop. Acts. Law § 1921 and N.Y. Real Prop. Law § 275 require that mortgagees like Bank of America present to the proper county clerk a satisfaction of mortgage when a mortgagor has paid the entire principle and interest due on a mortgage. The statute provides that a mortgagee who fails to do so within 30 days is liable to the mortgagor for \$500; a mortgagee who fails to do so for more than 60 days is liable to the mortgagor for \$1000; and a mortgagee who presents a mortgage satisfaction more than 90 days late is liable to the mortgagor for \$1500.

3. Bank of America, the mortgage holder for tens of thousands of homes in New York, systematically fails to timely file mortgage satisfactions, and it is liable to all mortgagees in New York for whom it failed to timely present a satisfaction of mortgage.

Jurisdiction

4. Jurisdiction in this civil action is authorized pursuant to 28 U.S.C. § 1332(d), as minimal diversity exists, there are more than 100 Class members, and the amount in controversy is in excess of \$5 million.

Parties

5. Plaintiff Milton Adler resides in the borough of Manhattan in New York City, New York.

6. Defendant Bank of America, N.A. is a full-service interstate bank that operates throughout the United States, including in New York State. The bank, headquartered in Charlotte, North Carolina, is a subsidiary of Bank of America Corporation, which is the largest banking company in the U.S. Bank of America Corporation is a bank-holding company that is incorporated in Delaware and is also headquartered in Charlotte, North Carolina.

Operative Facts

7. One of the unfortunate consequences of the consolidation of the banking industry is that lenders are increasingly located far from the communities in which they offer and provide mortgages. As a result, banks frequently fail to comply with their obligations to timely file mortgage satisfactions. Indeed, mortgage satisfactions are often filed months, if not years, after they are due, and sometimes not at all.

8. This is no mere procedural peccadillo. Title companies continue to work with buyers and lenders to provide clear title reports in spite of these “open” mortgages created by

mortgagees who fail to timely present mortgage satisfactions. However, there is a real possibility that a large loss by a title company as a result of the widespread failure of banks to timely present mortgage satisfactions may disrupt the entire system for transferring residential property in New York State. The failure to timely present a mortgage satisfaction can also frustrate landowners who need a marketable title to complete a property sale.

9. To address lenders' failure to execute and present mortgage satisfactions in a timely manner, the New York Legislature amended N.Y. Real Prop. Acts. Law § 1921 and N.Y. Real Prop. Law § 275 to impose a progressively higher liability upon mortgagees in favor of mortgagors where the mortgage satisfaction is not presented for recording within 30 days. Such liabilities will amount to \$500 after 30 days, \$1,000 after 60 days, and \$1,500 after 90 days.

10. Plaintiff obtained a mortgage from BNY Mortgage Corporation LLC for his property located at 953-D Heritage Hills in Somers, New York. That mortgage was subsequently assigned to Seattle Mortgage, and then in 2007 to Bank of America, N.A. See Exhibit A.

11. On July 11, 2012, Plaintiff sold the Somers property to Lorraine Serrao, and he used the proceeds from that sale to satisfy all principal, interest and other amounts due to Defendant. The Bargain and Sale Deed evidencing this sale and the transfer of the deed to Ms. Serrao was recorded on July 18, 2012 in the Office of the Westchester County Clerk. See Exhibit B.

12. Bank of America, N.A. was the holder of the mortgage of record on Mr. Adler's real property in Somers, N.Y. at the time he paid the authorized principal, interest and any other amount due under the mortgage.

3. The Satisfaction of Mortgage was not recorded until August 27, 2012, more than thirty days after Plaintiff paid to Defendant all principle, interest and other amounts due under the mortgage. See Exhibit A.

4. Plaintiff is not alone. In fact, based on a review of county records, Bank of America appears to have failed to timely file mortgage satisfactions in thousands, if not tens of thousands, of instances.

Class Action Allegations

5. Plaintiff brings this action on his own behalf and additionally, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of a Class of:

All persons who were the mortgagor party to a mortgage held by Bank of America, N.A. secured by real property located in New York State for which the principle, interest and all other amounts due or otherwise owed was completely paid after July 12, 2007 but Defendant failed to present a certificate of discharge or satisfaction of mortgage within 30 days to the recording officer of the county where the mortgage was recorded. Excluded from the Class is Defendant; any parent, subsidiary, or affiliate of Defendant; any entity in which Defendant has or had a controlling interest, or which Defendant otherwise controls or controlled; and any officer, director, employee, legal representative, predecessor, successor, or assignee of Defendant.

6. This action is brought as a class action for the following reasons:

a. The Class consists of thousands, if not tens of thousands, of persons and is therefore so numerous that joinder of all members, whether otherwise required or permitted, is impracticable;

b. There are questions of law or fact common to the Class which predominate over any questions affecting only individual members, including:

i. whether Defendant failed to timely present certificates of discharge or satisfactions of mortgage;

- ii. whether Defendant violated N.Y. Real Prop. Acts. Law § 1921;
- and
- iii. whether Defendant violated N.Y. Real Prop. Law § 275;
- c. The claims asserted by Plaintiff are typical of the claims of the members of the Class;
- d. Plaintiff will fairly and adequately protect the interests of the Class, and Plaintiff has retained attorneys experienced in class and complex litigation;
- e. Prosecuting separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for Defendant;
- f. Defendant has acted on grounds that apply generally to the Class, namely failing to ensure that satisfactions of mortgages are timely presented; and
- g. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, for at least the following reasons:
 - i. Absent a class action, Class members as a practical matter will be unable to obtain redress and Defendant's violations of its legal obligations will continue without remedy;
 - ii. It would be a substantial hardship for most individual members of the Class if they were forced to prosecute individual actions;
 - iii. When the liability of Defendant has been adjudicated, the Court will be able to determine the claims of all members of the Class;
 - iv. A class action will permit an orderly and expeditious administration of Class claims and foster economies of time, effort, and expense;

v. The lawsuit presents no difficulties that would impede its management by the Court as a class action, particularly as Defendant can identify all Class members using its computerized records; and

vi. Defendant has acted on grounds generally applicable to Class members, making class-wide monetary relief appropriate.

FIRST CAUSE OF ACTION
(Violation of N.Y. Real Prop. Acts. Law § 1921)

17. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1-16 above as if fully set forth herein.

18. N.Y. Real Prop. Acts. Law § 1921 provides that:

After payment of authorized principal, interest and any other amounts due hereunder or otherwise owed by law has actually been made . . . a mortgagee of real property situate in this state, unless otherwise requested in writing by the mortgagor or the assignee of such mortgage, must execute and acknowledge before a proper officer, in like manner as to entitle a conveyance to be recorded, a satisfaction of mortgage, and thereupon within thirty days arrange to have the satisfaction of mortgage: (a) presented for recording to the recording officer of the county where the mortgage is recorded, or (b) if so requested by the mortgagor or the mortgagor's designee, to the mortgagor or the mortgagor's designee. Failure by a mortgagee to present a certificate of discharge for recording shall result in the mortgagee being liable to the mortgagor in the amount of five hundred dollars if he or she fails to present such certificate within thirty days, shall result in the mortgagee being liable to the mortgagor in the amount of one thousand dollars if he or she fails to present a certificate of discharge for recording within sixty days or shall result in the mortgagee being liable to the mortgagor in the amount of one thousand five hundred dollars if he or she fails to present a certificate of discharge for recording within ninety days.

19. Defendant systematically fails to timely present certificates of discharge, as required by N.Y. Real Prop. Acts. Law § 1921.

20. By reason of the foregoing, Defendant has violated N.Y. Real Prop. Acts. Law § 1921. Defendant is liable to Plaintiff and the other members of the Class for the statutory damages that are due.

SECOND CAUSE OF ACTION
(Violation of N.Y. Real Prop. Law § 275)

21. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1-16 above as if fully set forth herein.

22. N.Y. Real Prop. Law § 275 provides that:

Whenever a mortgage upon real property is due and payable, and the full amount of principal and interest due on the mortgage is paid, a certificate of discharge of mortgage shall be given to the mortgagor or person designated by him or her, signed by the person or persons specified in section three hundred twenty-one of this chapter. The person signing the certificate shall, within thirty days thereafter, arrange to have the certificate presented for recording to the recording officer of the county where the mortgage is recorded. Failure by a mortgagee to present a certificate of discharge for recording shall result in the mortgagee being liable to the mortgagor in the amount of five hundred dollars if he or she fails to present such certificate within thirty days, shall result in the mortgagee being liable to the mortgagor in the amount of one thousand dollars if he or she fails to present a certificate of discharge for recording within sixty days and shall result in the mortgagee being liable to the mortgagor in the amount of one thousand five hundred dollars if he or she fails to present a certificate of discharge for recording within ninety days.

23. Defendant systematically fails to timely present certificates of discharge, as required by N.Y. Real Prop. Law § 275.

24. By reason of the foregoing, Defendant has violated N.Y. Real Prop. Law § 275. Defendant is liable to Plaintiff and the other members of the Class for the statutory damages that are due

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment against Defendant as follows:

1. Certifying this action as a class action, with a Class as defined above;
2. On Plaintiff's First Cause of Action, awarding against Defendant statutory damages that Plaintiff and the other members of the Class are due as a result of Defendant's action;
3. On Plaintiff's Second Cause of Action, awarding against Defendant statutory damages that Plaintiff and the other members of the Class are due as a result of Defendant's action;
4. Awarding Plaintiff and the Class such other and further relief as this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Federal Rule of Civil Procedure Rule 38, Plaintiff hereby demands a trial by jury.

Dated: July 12, 2013
White Plains, New York

**MEISELMAN, PACKMAN, NEALON
SCIALABBA & BAKER P.C.**

By: _____

D. Greg Blankinship
Todd S. Garber
Jeremiah Frei-Pearson
1311 Mamaroneck Avenue
White Plains, New York 10605
(914) 517-5000

The Office of the Westchester County Clerk will rely on the information submitted by the submitter's knowledge, consistent with the information contained in the attached document.

Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on this page for purposes of indexing this instrument. To the best of the submitter's knowledge, consistent with the information contained in the attached document.



522293190STM001X

Westchester County Recording & Endorsement Page

Submitter Information

| | |
|-------------------------------------|--|
| Name: RECONTRUST COMPANY N.A. | Phone: 480-224-6507 |
| Address 1: 2575 WEST CHANDLER BLVD. | Fax: |
| Address 2: MS: AZ1-804-02-11 | Email: GWENDOLYN.ALBINO@RECONTRUST |
| City/State/Zip: CHANDLER AZ 85224 | Reference for Submitter: ADLER FRANCES |

Document Details

| | | |
|---------------------------------|---|---------------------|
| Control Number: 522293190 | Document Type: Satisfaction of Mortgage (STM) | Total Page Count: 3 |
| Package ID: 2012081600083001003 | Document Page Count: 2 | |

Parties

☐ Additional Parties on Continuation page

| | | |
|-------------------------------|--------------------------------|--|
| 1st PARTY | 2nd PARTY | |
| 1: ADLER FRANCES - Individual | 1: BNY MORTGAGE CO LLC - Other | |
| 2: ADLER MICHAEL - Individual | 2: | |

Property

☐ Additional Properties on Continuation page

| | |
|-----------------|------------------|
| Street Address: | Tax Designation: |
| City/Town: | Village: |

Cross-References

☐ Additional Cross-Refs on Continuation page

| | | | |
|--------------|----|----|----|
| 1: 431970455 | 2: | 3: | 4: |
|--------------|----|----|----|

Supporting Documents

Recording Fees

| | |
|-----------------------------------|----------------|
| Statutory Recording Fee: | \$40.00 |
| Page Fee: | \$15.00 |
| Cross-Reference Fee: | \$1.50 |
| Mortgage Affidavit Filing Fee: | \$0.00 |
| RP-5217 Filing Fee: | \$0.00 |
| TP-584 Filing Fee: | \$0.00 |
| Total Recording Fees Paid: | \$56.50 |

Transfer Taxes

| | |
|----------------------|--------|
| Consideration: | \$0.00 |
| Transfer Tax: | \$0.00 |
| Mansion Tax: | \$0.00 |
| Transfer Tax Number: | |

Mortgage Taxes

| | |
|----------------------------|---------------|
| Document Date: | |
| Mortgage Amount: | |
| Basic: | \$0.00 |
| Westchester: | \$0.00 |
| Additional: | \$0.00 |
| MTA: | \$0.00 |
| Special: | \$0.00 |
| Yonkers: | \$0.00 |
| Total Mortgage Tax: | \$0.00 |

| | |
|----------------|----------------------------------|
| Dwelling Type: | Exempt: <input type="checkbox"/> |
| Serial #: | |

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 08/27/2012 at 04:08 PM
Control Number: 522293190
Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

RECONTRUST COMPANY, N.A.
2575 W. CHANDLER BLVD
MS: AZ1-804-02-11
CHANDLER, AZ 85224

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,
that Bank of America, N.A.
2575 W. Chandler Blvd., Mail Stop: AZ 1-804-02-11, Chandler, AZ 85224

the following Mortgage has been paid or has otherwise been satisfied or discharged and does hereby consent that the same be charged of record.

A certain adventure of Mortgage bearing the date 03/07/2003 made and executed by FRANCES ADLER and MILTON ADLER to BNY MORTGAGE COMPANY LLC and recorded in the Office of the Clerk of the County of Westchester, New York on 07/29/2003 in Liber N/A of Mortgages at Page N/A as Document Number 431970455 for the amount of \$280,749.00 and has not been assigned Assigned from BNY MORTGAGE COMPANY LLC to SEATTLE MORTGAGE by Assignment dated 03/07/2003 and recorded in the Office of the Clerk of the County of Westchester, New York on 07/29/2003 in Liber N/A at Page N/A as Document Number 431970460 Assigned from SEATTLE MORTGAGE COMPANY to BANK OF AMERICA, N.A. by Assignment dated 07/10/2007 and recorded in the Office of the Clerk of the County of Westchester, New York on 08/02/2007 in Liber N/A at Page N/A as Document Number 472070660

Section : 13, Block 20, Lot 19.9534, Unit

County of : Westchester
Street Address: 953-D HERITAGE HILLS, SOMERS NY 10589

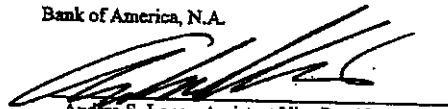
Interim Assignment(s):

| From | To | Recording Information |
|------|----|-----------------------|
| | | |

Which mortgage has not been further assigned of record.

Dated: 7/20/12

Bank of America, N.A.


Andrea S. Long, Assistant Vice President

DOCID#000680110025432992005N
Document Prepared By:
Kandace Dowse

UNIFORM FORM CERTIFICATE OF
ACKNOWLEDGMENT
(Outside of New York State)

Attached Satisfaction of Mortgage
Date: 20.12
2 pages including this page

STATE OF North Carolina, COUNTY OF Guilford)

On the 20 day of July in
the year 2012 before me, the undersigned,
personally appeared Andrea S. Long, Assistant Vice
President, personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose
name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in
his/her capacity and that by his/her signature on the
instrument he individual, or the person upon behalf of
which the individual acted, executed the instrument.

Notary Public

L. GAIL ISLEY
NOTARY PUBLIC
ALAMANCE COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES MAY 26, 2015

Satisfaction of Mortgage
Title No. _____

TO

Mail Recorded Satisfaction To:

MILTON ADLER

35 PARK AVE
NEW YORK NY 10016

Reserve this space for recording office

The Office of the Westchester County Clerk will rely on the information submitted by the filer. To the best of the filer's knowledge, the information is true and correct and consistent with the information contained in the attached document.

Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information submitted by the filer. To the best of the filer's knowledge, the information is true and correct and consistent with the information contained in the attached document.



521733035DED005T

Westchester County Recording & Endorsement Page

Submitter Information

Name: Land Transfer Ltd. (pick up by Larry Hanley) Phone: 914-684-9835
 Address 1: 188 E. Post Road Fax: 914-684-9802
 Address 2: Suite #200 Email: landtransferltd@yahoo.com
 City/State/Zip: White Plains NY 10601 Reference for Submitter: LT8779

Document Details

Control Number: 521733035 Document Type: Deed (DED)
 Package ID: 2012062100018001001 Document Page Count: 3 Total Page Count: 4

Parties

☐ Additional Parties on Continuation page

1st PARTY 2nd PARTY
 1: ADLER MI ON - Individual 1: SERRAO LORRAINE K - Individual
 2: 2:

Property

☐ Additional Properties on Continuation page

Street Address: 953D HERITAGE HILLS 953D Tax Designation: 6.13-20-19.9534
 City/Town: SOMERS Village:

Cross-References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
 Page Fee: \$20.00
 Cross-Reference Fee: \$0.00
 Mortgage Affidavit Filing Fee: \$0.00
 RP-5217 Filing Fee: \$125.00
 TP-584 Filing Fee: \$5.00
 Total Recording Fees Paid: \$190.00

Transfer Taxes

Consideration: \$330,000.00
 Transfer Tax: \$1,320.00
 Mansion Tax: \$0.00
 Transfer Tax Number: 43368

Mortgage Taxes

Document Date:
 Mortgage Amount:
 Basic: \$0.00
 Westchester: \$0.00
 Additional: \$0.00
 MTA: \$0.00
 Special: \$0.00
 Yonkers: \$0.00
 Total Mortgage Tax: \$0.00

Dwelling Type: Exempt ☐
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/18/2012 at 11:07 AM
 Control Number: 521733035
 Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
 Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

GEORGE S. BELLANTONI, ESQ.
 56 GREENRIDGE AVENUE

WHITE PLAINS, NY 10605

— Bargain and Sale Deed, with Covenant against Grantor's Acts — Individual or Corporation (Single Sheet)

CONSENT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 11th day of July, in the year 2012

BETWEEN

MILTON ADLER, RESIDING AT 35 PARK AVENUE, NEW YORK, NEW YORK 10016

party the first part, and

LORINE K. SERRAO, RESIDING AT 23 ORCHARD DRIVE, ARMONK, NEW YORK 10504

party the second part,

WITNESSETH, that the party of the first part, in consideration of ten

paid to the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL of certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SECTION DESCRIPTION ANNEXED HERETO AS SCHEDULE "A"

This unit is intended to be used for residential use only.

Bar and Intended to be the same premises conveyed by deed, dated October 30, 2006, recorded January 10, 2007 in Control # 463410621

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises unto the party of the second part, the heirs or successors and assigns of the party of the second part.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The words "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF

[Signature]

Milton Adler
MILTON ADLER
by Denise Jaffe, agent
by Denise Jaffe, as agent

✓

LAND TRANSFER LIMITED

Title No. LT8779

SCHEDULE A

THE UNIT known as Unit No. 953D (hereinafter called the "Unit") in the Declaration establishing a plan for Condominium ownership of said Building and the land on which it is erected (hereinafter called the "Property") made by the Grantor under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York) dated May 21, 1985, and recorded in the Office of the Clerk of Westchester County, Division of Land Records, on the 24th day of May 1985 in Liber 8109 of conveyances at page 138 (hereinafter called the "Declaration") and also designated as Tax Lot No. 19.9534, Section 6.13, Block 20 on the Tax Rolls of the Assessor of the Town of Somers and further designated and shown on the Floor Plans certified by Drexel E. Yeager dated the 23rd day of April 1985 and filed in the Office of the Clerk of Westchester County, Division of Land Records, on May 24, 1985 as Map No. 21943. The land on which the Building containing the Unit is located (and on which the other buildings forming a part of Heritage Hills of Westchester Condominium 19 are located) is described as follows:

All that certain plot, piece or parcel of land, situate, lying and being in the Town of Somers, County of Westchester and State of New York, known as Condominium 19 and shown on a certain map entitled, "Map of Condominium Number Nineteen, Heritage Hills of Westchester, Town of Somers, Westchester County, New York", said map filed in the Division of Land Records, on July 23, 1984 as Map No. 21653.

TOGETHER with an undivided 1.045 percent interest in the common elements of the Property as defined in the Declaration (hereinafter called the "Common Elements").

Policy insures ingress and egress over the interior roads of the Condominium to the nearest public highway.

FOR
CONVEYANCE 3
ONLY

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATEState of New York
County of Westchester, ss:

On the 11th day of July, in the year 2012, before me the undersigned, personally appeared Denise Jaffe personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Antonia A. Smith

ANTONIA A. SMITH
Notary Public, State of New York
Registration #01SM6083333
Qualified In Westchester County
Commission Expires Nov. 12, 2014

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATEState of Co y of y, ss:

On the day, in the year 20 , before me the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATEState of Co y of y, ss:

On the day, in the year 20 , before me the undersigned, personally appeared the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say, that (he) (she) (they) reside(s) in that (he) (she) (they) know(s) to be the individual described in and who executed the foregoing instrument; that said subscriber witness was present and saw said execute the same; and that said witness at the same time subscribed (his) (her) (their) name(s) as a witness thereto.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

* State of County , ss:
* (or insert District Columbia, Territory, Possession or Foreign Country)

On the day, in the year 20 , before me the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

BARGAIN AND SALE DEEDTitle No. LT8779MILTON ADLE
To

LORRAINE K. CREAG

Section: 6.13Block: 2DLot: 19-9534County or Town: SHERBURN**RETURN BY MAIL TO**

GEORGE S. BELLANTONI, ESQ.
56 GREENRIDGE AVENUE
WHITE PLAINS, NY 10605